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6-28-1974

State of New York Public Employment Relations Board Decisions from June 28, 1974

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from June 28, 1974

Keywords

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Comments

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	#2A-6/28/74
THE CITY OF NEW YORK AND THE CORPORATION COUNSEL OF THE CITY OF NEW YORK, Respondents,	BOARD DECISION AND ORDER
-and-	
ARTHUR A. GROSSMAN, Charging Party.	CASE NO. U-0918

Mr. Arthur Grossman filed a petition (charge) with the New York City Office of Collective Bargaining on or about November 27, 1972 alleging that the City and its Corporation Counsel had violated New York City Collective Bargaining Law, §1173-4.2(a) (1) and (3). Those provisions correspond to CSL §209-a.1(a) and (c) which declare it to be an improper practice for a public employer to coerce its employees in the exercise of their rights of representation and negotiation or to discriminate against such employees for the purpose of encouraging or discouraging participation in the activities of an employee organization.

The gravamen of the charge is that because Mr. Grossman instituted and prosecuted a lawsuit against the City, Grossman v. Rankin (not yet decided), he was subjected to coercive and discriminatory actions on the part of the agents of the City which were designed to force him to resign or withdraw his lawsuit. The lawsuit had been commenced by Mr. Grossman in his own name, but on behalf of an employee organization, the Civil Service Bar Association; it challenged the appointment by the Corporation

Counsel of 106 attorneys in the exempt class of civil service on the theory that the positions should have been in the competitive class of civil service.

When, on March 1, 1973, the jurisdiction of the City Office of Collective Bargaining over improper practices expired, the matter was transferred to the Public Employment Relations Board. A hearing officer was appointed and a formal hearing held on August 31, September 14 and October 12, 1973. The decision of the hearing officer, issued on March 14, 1974, dismissed the charge. The hearing officer rejected the defense of the City that the commencement of the lawsuit was an individual activity which is not protected by the Taylor Law, but found that the alleged coercive and discriminatory actions were not proven. Mr. Grossman filed exceptions to the hearing officer's findings that the factual elements of the charge were not established by the evidence, and the City filed cross-exceptions to the conclusion of the hearing officer that the commencement of the lawsuit, Grossman v. Rankin, was protected by the Taylor Law.

Having reviewed the record and the briefs of the parties and having heard the oral arguments presented on behalf of Mr. Grossman, we confirm the decision of the hearing officer.[1] Mr. Grossman's

---

1 The City has made interesting arguments involving the comparison of the language of §§202 and 209-a of the Taylor Law and §7 of the National Labor Relations Act in support of a proposition that the bringing of the lawsuit was not a protected activity. In view of our rejection of Mr. Grossman's exceptions and our confirmation of the hearing officer's decision to dismiss the charge, we do not analyze the City's arguments, but we are not persuaded by them.

sixteen exceptions all challenge factual determinations made by the hearing officer in the face of conflicting testimony. The continuing thesis of Mr. Grossman is that the hearing officer demonstrated bias against him when he resolved credibility questions in favor of the City's witness consistently. It was argued by Mr. Grossman that in several instances the logic of the circumstances made it clear that his testimony was more credible than conflicting testimony of the City's witness.

We find no basis for imputing bias to the hearing officer. Neither do we find that his decision was against the weight of the evidence. At almost all crucial points the testimony of Mr. Grossman and that of the City's witness contradicted each other, and the hearing officer determined that the testimony of the City's witness was more credible. We have no reason to disturb his resolution of the credibility questions or his findings of fact.

ACCORDINGLY, the charge in its entirety should be, and hereby is, dismissed.

Dated: Albany, New York
June 28, 1974

Robert D. Helsby, Chairman

Joseph R. Crowley

Fred L. Denson

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2B-6/28/74

In the Matter of	
NEW YORK CITY BOARD OF EDUCATION, Respondent,	BOARD DECISION ON MOTION
-and-	
DISTRICT COUNCIL 37, AFSCME, AFL-CIO, Charging Party.	CASE NO. U-0829

Respondent, New York City Board of Education, has moved this Board to revise its order of April 15, 1974, and to expunge therefrom paragraphs 2 and 3, and Charging Party, AFSCME, has submitted papers in opposition to that motion.

Having read the moving papers and the response, we determine that there are neither such newly discovered material facts nor overlooked propositions of law as to justify reconsideration of our Decision and Order of April 15, 1974.

ACCORDINGLY, the motion is denied.

Dated: June 28, 1974
Albany, New York

Robert D. Helsby, Chairman

Joseph R. Crowley

Fred L. Denson

STATE OF NEW YO
PUBLIC EMPLOYMENT RELATIONS BOARD

#2C-6/28/74

In the Matter of	:	
ALBANY COUNTY NURSING HOME,	:	
Employer,	:	
-and-		
	:	
LOCAL 200, SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO,	:	
	:	CASE NOS. C-1054 & C-1055
Petitioner,	:	
-and-		
	:	
CIVIL SERVICE EMPLOYEES ASSOCIATION,	:	
Intervenor.	:	

BOARD DECISION AND ORDER

On March 26, 1974, Local 200, Service Employees' International Union (the petitioner) filed, in accordance with the Rules of Procedure (the Rules) of the New York State Public Employment Relations Board (the Board), two timely petitions for certification as the exclusive negotiating representative of certain employees of the Albany County Nursing Home (the employer).

On April 25, 1974, the parties--including the Civil Service Employees Association (the intervenor), entered into a Consent Agreement which stipulated that a single negotiating unit was appropriate and on April 26, 1974, the Consent Agreement was approved by the Director of Public Employment Practices and Representation.

Pursuant to the Consent Agreement a secret ballot election was held on May 16, 1974. The results of this election indicate that a majority of the eligible voters in the stipulated unit who cast valid ballots do not desire to be represented for purposes of collective negotiations by either the petitioner or the intervenor. [1]

1] Of the 500 employees participating in the election, 109 voted in favor of the petitioner, 40 in favor of the intervenor and 290 against representation by either employee organization; challenges (61) were insufficient in number to affect the results of the election.

THEREFORE, IT IS ORDERED that the petitions should be, and hereby are, dismissed.

Dated: Albany, New York
June 28 , 1974

ROBERT D. HELSBY, Chairman

JOSEPH R. CROWLEY

FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2D-6/28/74

In the Matter of	
COPIAGUE UNION FREE SCHOOL DISTRICT,	
Employer - Petitioner,	
- and -	CASE NO. C-1031
COPIAGUE TEACHERS ASSOCIATION,	
Intervenor.	

DECISION AND ORDER

On November 30, 1973, the Copiague Union Free School District filed, in accordance with the Rules of Procedure of the New York State Public Employment Relations Board, a timely petition which, as amended, seeks to decertify the Copiague Teachers Association (the intervenor), as the exclusive negotiating representative for department chairmen, coordinator, head high school guidance counselor, supervisor of transportation & attendance coordinator, supervisor of English, supervisor of social studies, and supervisor of physical education, athletics & driver education. On May 24, 1974, the parties executed a consent agreement which was approved by the Director of Public Employment Practices and Representation on May 29, 1974. The negotiating unit stipulated to therein by the parties as being appropriate includes each of the titles listed above.

Pursuant to the consent agreement, a secret ballot election was held on May 30, 1974. The results of this election indicate that a majority of the eligible employees in the stipulated unit who cast valid ballots do not desire to be represented for purposes of collective negotiations by the intervenor. [1]

[1] There were 10 ballots cast against representation by the intervenor and 3 ballots cast in favor of representation.

THEREFORE, IT IS ORDERED that the instant petition should be, and hereby is, granted, and the intervenor is decertified as the exclusive negotiating representative of the employees within the stipulated unit.

Dated: June 28, 1974
Albany, New York

ROBERT D. HELSBY, Chairman

JOSEPH R. CROWLEY

FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#2E-6/28/74
METROPOLITAN SUBURBAN BUS AUTHORITY,	:	
Employer,	:	
- and -	:	Case No. C-0950
SUBWAY-SURFACE SUPERVISORS ASSOCIATION,	:	
Petitioner.	:	

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that SUBWAY-SURFACE SUPERVISORS ASSOCIATION

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

Included: All dispatchers and foremen.

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with SUBWAY-SURFACE SUPERVISORS ASSOCIATION

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 28th day of June , 1974 .

ROBERT D. HELSBY, Chairman

JOSEPH R. CROWLEY

FRED L. DENSON

PERB 58.1(2-68)

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
50 WOLF ROAD
ALBANY, N.Y. 12205

JEROME LEFKOWITZ
DEPUTY CHAIRMAN

July 2, 1974

#3A-6/28/74

Alan F. Perl, Esq.
Sturm & Perl, Attorneys
21 East 40th Street
New York, New York 10016

Re: Case No. U-0904 - Board of Higher Education of the City of New York and Professional Staff Congress/CUNY

Dear Mr. Perl:

At its meeting held on June 28, 1974 the Public Employment Relations Board considered your letter of May 30, 1974 requesting reargument in the above entitled matter, and unanimously rejected that request.

I was asked to communicate this information to you and to explain that the Board did not find in your letter any indication that there were such material facts or legal propositions that had not been brought to its attention as to justify reconsideration. While the Board agrees with you that the matter is of extreme importance in an area of basic educational policy, it was aware of that circumstance when it first considered the matter.

Very truly yours,

Jerome Lefkowitz
Deputy Chairman

JL/sm
CC: Poletti, Freidin, Prashker,
Feldman & Gartner, Esqs.

Paul Klein
Board

4A-6/28/74

RULES OF PROCEDURE: A GUIDE TO THE TAYLOR LAW
NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

PART 209 VOLUNTARY ARBITRATION RULES OF PROCEDURE FOR GRIEVANCE ARBITRATION

PART 209 Voluntary Arbitration Rules of Procedure for Grievance Arbitration.

§209.1 Policy Regarding Grievance Arbitration.

It is the policy under the Act to encourage public employers and recognized or certified employee organizations to agree upon procedures for resolving disputes and controversies and to enter into written agreements containing grievance procedures. In furtherance of this policy, the following Voluntary Arbitration Rules of Procedure are provided to (a) insure an efficient and orderly procedure for grievance arbitration, (b) assist the parties in remedying procedural deadlocks, and (c) effectuate the rapid adjudication of disputes and controversies.

§209.2 Panel of Arbitrators

(a) The Board shall maintain a Panel of Arbitrators broadly representative of the public who qualify and meet the Board's minimum standards and criteria of professional competence, impartiality, and acceptability. All applicants requesting inclusion on the panel shall be reviewed by the Board on the basis of their education, experience and expertise in the field of labor arbitration or its equivalent, and general reputation in the practice of labor-management relations. Careful evaluation, subject to the above standards and criteria, shall be made before an applicant is included on the Panel of Arbitrators.

(b) Inclusion in good standing on the panel shall be conditioned on the arbitrator assuming the responsibility of keeping the Director of Conciliation immediately informed of any changes in address, availability limitations, per diem rate, and occupation, especially where such occupational change results in financial return from, connection with or of concern to a public employer or employee organization. The Board shall periodically review the Panel of Arbitrators and shall at any time take appropriate action, including removal of the

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arbitrator from the active panel, where adherence by the arbitrator to the Board's policies and these Rules has not been followed.

§209.3 Agreement to Arbitrate.

Either party or both parties to a written agreement may request the Director of Conciliation to commence the administration of these Voluntary Arbitration Rules of Procedure if the parties have provided for arbitration in their agreement pursuant to the provisions of Part 209 of the New York State Public Employment Relations Board Rules of Procedure. The Voluntary Arbitration Rules of Procedure shall apply in the form obtaining at the time the arbitration is initiated.

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§209.4 Demand For Arbitration; Submission To Arbitrate.

(a) Demand For Arbitration (Request made by one party to the other). Petitioner shall serve on the respondent a Demand For Arbitration which shall serve as notice of intention to arbitrate pursuant to CPLR Section 7503(c). Such notice shall be served in the same manner as a summons or by registered or certified mail, return receipt requested. In addition, three (3) copies of the Demand For Arbitration shall be filed with the Director of Conciliation together with proof of service on the respondent.

(b) Contents of Demand For Arbitration. A Demand For Arbitration shall include the following:

(1) Date.

(2) Name of petitioner.

(3) Name of respondent.

(4) Name, title, address and telephone number of the representative to whom correspondence from the Director of Conciliation shall be directed.

(5) Effective date and expiration date of the agreement.

(6) Identification of the provision in the agreement pro-

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viding for arbitration together with a copy thereof.

(7) Identification of the provision(s), rule(s), or regulation(s) in the agreement claimed to be violated together with a copy thereof.

(8) A clear and concise description of the nature of the dispute(s) to be arbitrated and the remedy(s) sought. (Include the name(s) of the grievant(s)).

(9) The following language, quoted verbatim:

"THE UNDERSIGNED, A PARTY TO A WRITTEN AGREEMENT WHICH PROVIDES FOR ARBITRATION AS DESCRIBED HEREWITH, HEREBY DEMANDS ARBITRATION. YOU ARE HEREBY NOTIFIED THAT COPIES OF THIS DEMAND FOR ARBITRATION ARE BEING FILED WITH THE DIRECTOR OF CONCILIATION, NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD, 50 WOLF ROAD, ALBANY, NEW YORK 12205 WITH THE REQUEST THAT HE COMMENCE THE ADMINISTRATION OF THE VOLUNTARY ARBITRATION RULES OF PROCEDURE.

PURSUANT TO THE NEW YORK ARBITRATION LAW, ARTICLE 75, SECTION 7503(c) CIVIL PRACTICE LAW AND RULES, YOU

HAVE TWENTY (20) DAYS FROM DATE OF SERVICE OF THIS DEMAND TO APPLY TO STAY THE ARBITRATION OR BE PRECLUDED FROM SUCH APPLICATION."

(10) Signature and title of the representative serving the Demand For Arbitration.

(c) Submission To Arbitrate (Joint request). Parties to an arbitration agreement may jointly request arbitration by forwarding a Submission To Arbitrate to the Director of Conciliation.

(d) Contents of Submission To Arbitrate. A Submission To Arbitrate shall include the following:

(1) Name of public employer and employee organization.

(2) Name, title, address and telephone number of the representative of each party to whom correspondence from the Director of Conciliation shall be directed.

(3) Identification of the provision(s), rule(s), or regulation(s) in the agreement claimed to be violated together with a copy thereof.

(4) A clear and concise description of the nature of the dispute(s) to be arbitrated and the remedy(s) sought.

(Include the name(s) of the grievant(s)).

(5) The following language, quoted verbatim:

"THE PARTIES NAMED HEREIN, HEREBY JOINTLY REQUEST ARBITRATION UNDER THE VOLUNTARY ARBITRATION RULES OF PROCEDURE OF THE NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD.

(6) Signatures and titles of the representatives filing the Submission To Arbitrate.

(7) Date Submission To Arbitrate is filed.

§209.5 Determination of Jurisdiction.

(a) Where these Rules have been incorporated by reference into an agreement to arbitrate, they shall be deemed binding on the parties as a valid part of such agreement.

(b) Where no agency's rules of procedure for arbitration have been incorporated by reference into an agreement to arbitrate, the Board's jurisdiction will not attach in the matter until a Submission To Arbitrate has been received by the Director of Conciliation or until the respondent has been served with a Demand For Arbitration and the time limit to apply for a stay of arbitration, as provided in CPLR Section 7503(c), has expired. In the event no application for a stay is made within the specified time limit, the Board's jurisdiction shall attach and these Rules shall be deemed binding on the parties as a valid part of their agreement to arbitrate.

§209.6 Arbitrability.

(a) Should either party contest the arbitrability of a grievance, the Director of Conciliation shall make no determination as to whether the grievance is a proper subject for arbitration. The Director of Conciliation's responsibilities throughout the application of these Rules are administrative and therefore commencement of the administration of these Rules shall be construed as compliance with a request.

(b) The Board encourages parties to submit arbitrability questions to the arbitrator for determination. However, should the party served with a Demand For Arbitration pursue the legal remedies for a stay of arbitration in accordance with CPLR Section 7503(b), a copy of the application to stay arbitration shall be filed with the Director of Conciliation within twenty (20) days of service of the Demand For Arbitration. In addition, a Notice Of Objection to the designation of an arbitrator shall be served on the party requesting arbitration and filed with the Director of Conciliation, together with proof of service thereof, not later than ten (10) days from date of the letter containing the original panel list of arbitrators.

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(c) Contents of Notice of Objection. A Notice Of Objection shall include the following:

(1) Date.

(2) Name of public employer and employee organization.

(3) Case Number and/or identification of the grievance(s) described in the Demand For Arbitration.

(4) Identification of the party applying for a stay of arbitration.

(5) Date of application to stay arbitration.

(6) The following language, quoted verbatim:

"THE UNDERSIGNED, A PARTY SERVED WITH A DEMAND FOR ARBITRATION, HEREBY REQUESTS THE DIRECTOR OF CONCILIATION, NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD, TO HOLD IN ABEYANCE THE DESIGNATION OF AN ARBITRATOR PENDING FINAL COURT DETERMINATION OF A QUESTION INVOLVING THE ARBITRABILITY OF THE GRIEVANCE DESCRIBED IN SUCH DEMAND FOR ARBITRATION."

(7) Signature and title of the representative filing the Notice Of Objection.

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(d) Upon timely receipt of a Notice Of Objection and a copy of the application to stay arbitration, the Director of Conciliation shall hold in abeyance the designation of the arbitrator pending final court determination of the arbitrability question. Absent timely receipt, the Director of Conciliation shall carry out his administrative responsibilities pursuant to these Rules.

§209.7 Selection Process.

After receipt of a Demand For Arbitration or a Submission To Arbitrate, the Director shall forward to the representatives named therein two (2) copies of an identical panel list of five (5) arbitrators selected from the Panel of Arbitrators. A resume of each arbitrator on such panel list, including the rate of his per diem fee, shall be enclosed for the parties' review. Each party shall have ten (10) days from date of the letter containing the panel list in which to select, rank and return their selections to the Director.

(a) Selection and Preferential Ranking. Unless the parties have provided for their own method of selecting an arbitrator in their agreement to arbitrate, the following process for the selection of an arbitrator shall be employed:

If more than three (3) names on the panel list are acceptable, those names shall be ranked in order of the party's preference and the remaining name, if any, shall be stricken. Otherwise, the party shall strike NO MORE THAN TWO (2) NAMES from the panel list and indicate a preference among those names remaining by ranking them 1, 2, and 3.

(b) Additional Lists. If a party determines that more than two (2) names on a panel list are unacceptable, a request by such party for an additional panel list shall be filed with the Director of Conciliation within the ten (10) day time limit established for selection and preferential ranking. Each party shall have the right to request one (1) additional list, and consequently, no party shall receive more than three (3) panel lists. If the parties fail to select, pursuant to the selection process, upon an arbitrator after the submission of a third panel list, the Director of Conciliation shall take whatever steps necessary to designate an arbitrator.

(c) Designation of the Arbitrator.

(1) Timely receipt of selections. Upon timely receipt of each party's selections and with due consideration for their selected order of preference, the Director of Conciliation shall designate the arbitrator. If the designated arbitrator declines or is unable to serve, the Director of Conciliation shall reserve the right to designate an arbitrator without the submission of an additional

panel list. In no case, however, will an arbitrator be designated whose name was stricken by either or both parties.

(2) Failure to timely return selections. If a party fails to timely return its selections to the Director of Conciliation, all names submitted on the panel list shall be deemed acceptable to such party and the designation of the arbitrator shall be made according to the preferences of the party whose selections have been timely received.

§209.8 Notice of Designation.

(a) The parties shall be notified forthwith by the Director of Conciliation of the name of the designated arbitrator.

(b) The arbitrator, upon notification of his designation by the Director of Conciliation, shall immediately communicate directly with the parties to make arrangements for preliminary matters such as date and place of hearing. If the arbitrator cannot schedule a hearing and determine the issues promptly, he shall notify the Director of Conciliation forthwith.

§209.9 Status of Arbitrator After Designation; Conduct of Proceedings and Ethical Standards.

After designation, the legal relationship of the arbitrator is with the parties rather than the Board. While the Board shall maintain a continuing interest in the proceedings, the designated arbitrator shall not be considered an agent or representative of the Board. The conduct of the arbitration proceeding shall be under the arbitrator's exclusive jurisdiction and control, subject to such rules of procedure as the parties may jointly agree upon; however, the arbitrator shall have all of the powers specified in CPLR Sections 7505, 7506 and 7509 insofar as these sections may be applicable. Questions such as place and time of hearings, submission of briefs, and recording of testimony shall be at the discretion of the arbitrator. The arbitrator's conduct shall conform to applicable laws and the ethical standards established by appropriate neutral professional organizations.

§209.10 Stenographic Record and Transcript.

(a) Either party or the arbitrator may request that a stenographic record of testimony be taken and that party shall be responsible for arrangements for such stenographic record.

(b) The party or parties requesting the record shall pay the cost thereof, including the cost of a transcript to be furnished to the arbitrator. If the arbitrator orders that testimony be recorded, the cost of recording the testimony shall be mutually shared by the parties, including the cost of a transcript to be furnished to the arbitrator. Any other party to the arbitration shall be entitled to obtain a transcript upon payment thereof. The arbitrator shall indicate whether or not the transcript taken shall serve as the official record of the proceeding.

§209.11 Award Upon Settlement.

The commencement of the administration of these Rules shall in no way preclude the parties from adjusting the dispute on their own at any time before or during an arbitration hearing. If a settlement has been reached between the parties, the arbitrator, upon joint request of the parties, may set forth the terms of the settlement in the form of an award.

§209.12 Expedited Rendition of Award.

(a) Should the parties mutually agree to an expedited rendition of the Arbitrator's Award, notice in the form of a joint submission in writing shall be received by the Director of Conciliation before the designation of the arbitrator.

(b) The decision of the arbitrator shall be in the form of an award only and shall be rendered within seven (7) days after the arbitrator has declared the hearing closed.

§209.13 Form of Award and Time Rendered.

(a) The award shall be in writing, signed and acknowledged by the arbitrator and shall be delivered to the parties either personally or by registered or certified mail, return receipt requested. If no period of time for the rendition of an award has been specified in the agreement and the parties have not mutually agreed to an expedited rendition of the award, as provided in Section 209.12 of these Rules, an award shall be rendered within thirty (30) days after the arbitrator has declared the hearing closed, unless this time period has been extended in writing by the parties. Failure to render an award within the time limit prescribed shall not invalidate such award.

(b) If no award has been rendered within sixty (60) days after the arbitrator has been designated, it shall be the responsibility of the arbitrator to inform the Director of Conciliation of the status of the case. Similar reports are to be made every fifteen (15) days thereafter until completion of the arbitration assignment. In any case, the parties shall notify the Director of Conciliation of any undue delay.

§20914 Time Extension.

Except as prescribed by statute, the Director of Conciliation, for good cause shown, may extend any time limit in these Rules, except the time limit for rendering an award. It is intended that all time limits prescribed herein are maximum time limits.

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§209.15 Expenses and Fees

(a) There is no administrative fee charged by the Board for its administrative services.

(b) The arbitrator's per diem fee, certified in advance by him to the Board and listed on his resume, shall be the rate charged to the parties. Compensation for the services of an arbitrator, including his required travel and other necessary and incidental expenses, shall be borne completely by the parties. Each party shall pay fifty (50) percent of such fees and expenses, unless otherwise mutually agreed upon in writing by the parties.

(c) An arbitrator who requires the payment of an adjournment fee in the event of a postponement or cancellation of a scheduled hearing by either or both parties, shall give proper notice on his resume. Unless otherwise mutually agreed upon in writing by the parties, the party responsible for such adjournment shall pay the entire fee, and in the case where both parties require adjournment, each party shall pay fifty (50) per cent of such adjournment fee.

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§209.16 Filing of the Award and Arbitration Award Form.

Within ten (10) days of rendering an award, the arbitrator shall file two (2) copies of the award with the Director of Conciliation. In all cases where an arbitrator is designated, he is required, upon completion of his assignment, to submit to the Director of Conciliation an Arbitration Report Form showing a detailed accounting of his fees and expenses (if any) and other relevant information concerning the final disposition of the issue(s) in dispute.

§209.17 Publication of Award.

In absence of objection by either party, all awards shall be made available for publication.

§209.18 Interpretation and Application of these Rules.

The Director of Conciliation shall make all final and binding determinations concerning the meaning or application of any part of these Rules, except for the relation of these Rules to the powers and duties of the arbitrator, in which regard the arbitrator shall interpret and apply these Rules.